

EXHIBIT F

Contract No. _____

September 3, 2010

Zuma Press, Inc.
 408 N El Camino Real
 San Clemente, CA 92672

REPRESENTATION AGREEMENT

Corbis Corporation ("Corbis" or "we") uses innovative technologies to deliver the broadest and best collection of photography and fine art to creative professionals, business users, news media, and consumers. We are excited to have you be part of our team. This Agreement sets forth the standard terms for our contributing photographers. The following attachments are also part of this Agreement:

- ☒ Standard Terms & Conditions
- ☒ Royalty Schedule
- ☒ Representation & Use Rider

The Agreement is between Corbis, by and on behalf of our affiliates, and **Zuma Press, Inc.** ("you"). It may contain capitalized terms that you will find defined in the Standard Terms & Conditions. The Agreement is effective as of 9.15, 2010 ("Effective Date").

How Corbis Represents Your Images

Corbis reviews and selects images and represents them for all uses in the categories described below. Images that we select for representation are known as "Accepted Images" and are subject to the terms and conditions of this Agreement. When you submit your images, you may specify that an image is not available for a category listed below and you may notify Corbis of any restrictions on Corbis' rights to license such image. If you do not advise us of a licensing restriction or indicate at the time of submission that an image is not available for a certain category, we retain the right to select and represent the images for all uses in the following categories:

- **"Limited Rights"** means those rights licensed by Corbis to end-users that specify a particular use and may limit the time, manner, and frequency of such use and include commercial and editorial use. These rights do not include those commonly referred to as "royalty-free" licensing.

Your Compensation

Corbis pays you royalties for the license of your Accepted Images as described in the Standard Terms & Conditions and Royalty Schedule. Corbis does not impose any marketing or catalog charges, or scanning and duplication charges for your Accepted Images. No compensation is due for Corbis' promotional use of Accepted Images when used as permitted hereunder.

Corbis' Submission and Review Process

Practices and Policies – Enclosed with this Agreement is our current standard "submission practices and policies" document, designed to assist you in submitting images and caption information in a format compatible with our current processes. We may change these standard practices and policies during the term of this Agreement and will provide you with any revised versions. If such revised versions

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are materially changed, such versions shall apply only to any Accepted Images submitted by you following your receipt of such revised versions. When you submit photographs, you agree to comply with the current practices and policies, and to notify Corbis of any restrictions to Corbis' rights to license such images.

Selecting Accepted Images – We will use reasonable efforts to promptly review submitted images and will inform you of which images we select for representation.


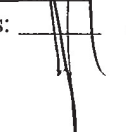
Corbis as Your Licensor

Appointment of Corbis – For all Accepted Images, you appoint Corbis as your licensor throughout the world for all conceivable uses in the licensing categories listed above and on the basis specified in the Representation & Use Rider.

License Grant – On the basis specified in the Representation & Use Rider, you grant to Corbis all rights throughout the universe necessary for Corbis and our customers to use Accepted Images as permitted in this Agreement, to exercise directly or through our affiliates, subagents, partners, and customers. We may determine at our sole discretion the terms and conditions of any license or distribution of your Accepted Images, subject to the rights granted and restrictions imposed by you and the limitations contained in this Agreement. The rights granted by you include but are not limited to the right to use, reproduce, publish, exhibit, perform, publicly display, distribute, broadcast and transmit the Accepted Images, and to create derivative works (subject to restrictions in this Agreement) of the Accepted Image in the licensing categories authorized by you. Corbis may exercise all the foregoing rights in any and all formats or media (including without limitation online and wireless device use), whether now known or hereafter devised, throughout the universe, and in connection with the licensing of Accepted Images. The rights granted by you also include the right of Corbis to sublicense to and authorize Corbis' customers, subject to the terms of this Agreement and Corbis' end-user license agreements, to exercise the rights listed above when using Accepted Images.

Promoting and Testing Accepted Images – Corbis promotes the Accepted Images and the Corbis Web site and licensing categories containing Accepted Images in a variety of ways, including, without limitation, catalogs, fliers, online picture galleries, and electronic mail notices. For the purpose of such promotions, you grant Corbis the right to use the Accepted Images in promotional print, digital, and online materials and promotional products that promote the Accepted Images and/or Corbis. No compensation shall be due you for the use of Accepted Images in such promotional uses, or for the indirect revenues received by Corbis from sponsors or advertisers (including their banner ads) who may advertise, appear or participate in Corbis' online environments, provided that if Corbis receives any consideration (including barter) from third parties for use of your Accepted Image in third party promotions, such consideration shall be deemed Revenue for purposes of determining your royalties, unless Corbis opts instead to pay you your share of Revenue based on the fair market value for such promotional use. Additionally, these rights include the right to use Accepted Images as necessary to test or evaluate any technologies, systems, or processes that Corbis or our affiliates, subagents, partners, or customers may use to fulfill our obligations and exercise any rights granted under this Agreement. Provided that Corbis does not receive Revenue for the use of Accepted Images in such promotion and evaluative uses, no compensation is due you.

Protecting Your Copyright – You shall retain ownership of the copyright in your Accepted Images in all forms, including digital and analog. Corbis encourages you to register the copyright in your photographs and employs several methods to help protect your image from infringement.

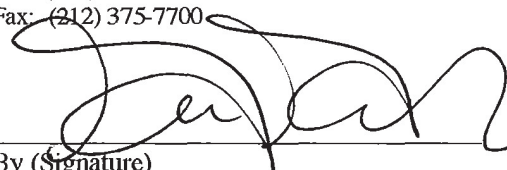
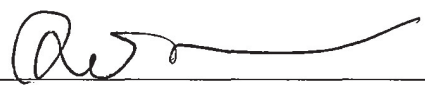
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Ownership of Originals and Duplicates – You shall retain ownership of all original negatives, transparencies, or digital files you provide to Corbis. Corbis shall own the physical dupes and the digital files we create. Unless approved by Corbis in writing, you shall not provide any digital file created by Corbis to any other party for any purpose. Upon termination of this Agreement, Corbis shall remove from view and external access and destroy all digital files containing Accepted Images and any Corbis enhancements, except for reasonable archive copies solely for internal reference purposes (e.g., legal or audit purposes).

Term – Subject to the terms set forth in Section 10, this Agreement commences on the Effective Date and lasts for an initial term of three (3) years (plus the survival period referenced in Section 10 of the Standard Terms & Conditions). Upon expiration of the initial term, this Agreement will renew on a year-to-year basis unless terminated by either party by written notice upon at least ninety (90) days written notice prior to the anniversary date of the Effective Date. This Agreement shall not be effective until countersigned by Corbis.

We look forward to a long, amicable, and mutually beneficial relationship with you.

Agreed and Accepted:

<p>CORBIS CORPORATION 250 Hudson Street, 4th Floor New York, NY 10013 Tel: (212) 777-6200 Fax: (212) 375-7700</p> <p>By (Signature) </p> <p>Name (Print) <u>Jens de Gruyter</u></p> <p>Title <u>VP Commercial</u></p> <p>Date <u>22.09.10 Photography</u></p>	<p>MEDIA PARTNER Zuma Press, Inc. 408 N El Camino Real San Clemente, CA 92672 Email: scott@zumapress.com</p> <p>By (Signature) </p> <p>Name (Print) <u>Scott Mc Kershon</u></p> <p>Title <u>CEO</u></p> <p>Date <u>Sept. 15, 2010</u></p> <p><u>33-0653498</u></p> <p>Taxpayer ID Number (Required for U.S. Residents)</p> <p><u>9494813747</u></p> <p>Phone _____ Fax <u>ZUMAPRESS.COM</u></p> <p>Preferred Name for Credits _____</p>
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*Standard Terms & Conditions (Media Partners)***1. Definitions**

1.1 "Accepted Image" means an image, composite, or collection of images, film, or illustration, in analog or digital form, supplied by you to Corbis and accepted by Corbis for representation, with or without any caption or related textual information.

1.2 "Revenue" means the gross amount received by Corbis from its customers, distributors, resellers, agents, or international subagents for licenses of Accepted Image(s), less any actual shipping costs, taxes, duties, returns or credits.

1.3 "Similar" means a photographic image, in analog or digital form, whose principal elements are depicted in a way that, when compared side by side to an Accepted Image, would cause an industry professional to believe they are substantially the same.

2. Prior Agreements. Corbis and you agree that any materials, in analog or digital form, supplied by you to Corbis and accepted by Corbis (or its predecessor-in-interest) under any prior agreements, except for assignment/work-for-hire agreements (that is, agreements that transferred ownership of the work product to Corbis or its predecessor-in-interest), shall be deemed Accepted Images under this Agreement, and, except as specifically provided for to the contrary, all rights and obligations relating to such Accepted Images under such prior agreements shall be governed solely by the terms and conditions of this Agreement. Corbis acknowledges that images submitted and accepted under prior agreements may have been licensed to Corbis on a non-exclusive basis and/or may have been submitted with listed restrictions and, except as specifically agreed to by you, Corbis agrees to honor those prior restrictions and nothing in this Section shall be construed as granting to Corbis an exclusive license to such prior images.

3. Payment. Corbis shall make monthly payments to you within thirty (30) days from the end of each month. Your written statement shall include the Revenue from the sale of the Accepted Image(s). All payments shall be made and calculated in U.S. dollars unless otherwise specified in the International Rider. Corbis may withhold taxes and other fees from payments to you if required by applicable law. Such payments shall be your sole compensation for the licensing or use of any Accepted Image.

4. Audit Rights. No more than once per year, you may request in writing an audit of Corbis' records with respect to sales of your Accepted Images. Such audit shall occur within sixty (60) days of your request at a location and time approved by Corbis. The auditor shall be subject to Corbis' prior written approval, not to be unreasonably withheld (and not required if such auditor is a validly licensed certified public accountant). The auditor shall sign Corbis' current non-disclosure Agreement and shall be granted access to all materials that are reasonably necessary in order to perform the audit. The audit shall be at your expense. If a deficit occurs, Corbis shall pay you the actual

dollar amount of such deficit and interest of the lesser of the prime rate or twelve percent (12%) per annum, and if the audit reveals an error of more than ten percent (10%) of funds due you, the reasonable costs of such audit. You shall not be entitled to sums, interest, or any other form of financial or equitable relief beyond that provided in the preceding sentence.

5. Indemnification/Warranties

5.1 Warranties. You represent and warrant to Corbis that (i) you are the sole owner of each Accepted Image and its copyright and/or have the right to grant Corbis the licenses hereunder; (ii) the Accepted Images are original and do not violate or infringe on the statutory copyright or common law right of and do not defame any third party; (iii) you have the right to enter into this Agreement and perform your obligations hereunder, and do not hold membership in any trade group or collective society that would otherwise impair your obligations or impose additional requirements on Corbis; (iv) caption information that you may be required to submit for the Accepted Images is accurate and complete; (v) except for consents and fees which may be required with regard to any persons or property depicted in Accepted Images, Corbis may use the Accepted Images as provided herein without obtaining any additional consents or permissions or the payment of additional fees to third parties, except for a) restrictions regarding the use of Accepted Images provided by you at the time of submission, or b) uses involving sensitive subject topics, unless Accepted Images are specifically released for sensitive subjects.

5.2 Media Partner Indemnification. You agree to indemnify, save, and hold Corbis and its successors, officers, directors, employees, and agents harmless from any and all claims, demands, losses, or damages (including reasonable attorneys' fees and expenses) arising out of or in connection with any claim by a third party which results in a bona fide settlement, claim, or adjustment which if proved true would constitute a breach of the representations and warranties set forth in Section 5.1, or your representations and obligations listed in the Representation & Use Rider, provided that such indemnity shall not apply to Accepted Images that have been modified by Corbis or its customers without your authorization if such claim would not have arisen but for such modification.

5.3 Corbis Indemnification. Corbis shall indemnify and hold you and your successors, officers, directors, employees, and agents harmless for any claims arising solely out of (i) Corbis' promotion or licensing of your Accepted Images, or (ii) changes by Corbis to an Accepted Image, or (iii) our failure to follow any restrictions provided by you and accepted by Corbis, so long as such claims would not have arisen but for our changes or failure to follow such accepted restrictions, but excluding claims arising from your breach of any warranty, representation, or obligation under this Agreement. For any indemnification hereunder, Corbis shall have the absolute right to control any such litigation and settlement by and on

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your behalf, and shall seek your consent (not unreasonably withheld) only if you are required to contribute funds as part of such settlement. Additionally, if you use Corbis' then-current model/property release and promptly return such release unaltered and properly executed to Corbis, Corbis shall defend and hold you harmless from any and all claims, demands, losses, or damages (including reasonable attorneys' fees and expenses) arising solely out of Corbis' or its customers' use of such model/property release.

6. Protection of Accepted Images. Corbis, in its sole discretion and without obligation to do so, shall have full and complete authority to make and settle claims or to institute proceedings in Corbis' or your name but at Corbis' expense to recover damages for Accepted Images lost or damaged by customers or other parties and for the unauthorized use of Accepted Images. You shall provide reasonable assistance in Corbis' efforts in connection with such claims or proceedings and notify Corbis of any infringements you become aware of during the term of this Agreement. Any recovery, after payment of all costs and expenses including outside attorneys' fees, shall be treated as Revenue and you shall receive the appropriate royalty, or 100% in the case of lost/damaged images. Following your notification, if Corbis declines to bring such a claim within sixty (60) days, we shall notify you, and you may bring actions in your own name at your own expense and retain all recoveries.

7. Limitation of Liability. YOU AGREE THAT CORBIS IS NOT LIABLE FOR ANY LOSS OR DAMAGE TO DIGITAL IMAGES OR DIGITAL MATERIAL SUBMITTED TO CORBIS AND YOU ARE REQUIRED TO PROVIDE OR MAINTAIN YOUR OWN BACKUP FILES FOR ANY DIGITAL IMAGE SUBMITTED TO CORBIS. UNDER NO CIRCUMSTANCES SHALL CORBIS' LIABILITY (WHETHER IN TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE) FOR LOSS OR DAMAGE TO ANY ACCEPTED IMAGES OR OTHER MATERIALS PROVIDED TO CORBIS BY YOU EXCEED \$100 PER IMAGE OR THE AGGREGATE OF \$10,000, REGARDLESS OF THE NUMBER OF CLAIMS. IF THESE AMOUNTS ARE NOT ADEQUATE TO COVER THE VALUE OF YOUR ACCEPTED IMAGES, YOU SHALL BEAR SOLE RESPONSIBILITY FOR OBTAINING AND MAINTAINING ADEQUATE INSURANCE FOR PROTECTION OF THE ACCEPTED IMAGES, OTHER IMAGES, OR MATERIALS PROVIDED TO CORBIS. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE DATE OF THE ALLEGED LOSS OR DAMAGE. FOR ANY CLAIM UNDER THIS AGREEMENT, CORBIS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF CORBIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT CORBIS WILL NOT BE RESPONSIBLE FOR MISUSE BY LICENSEES OR END-USERS OF THE ACCEPTED IMAGES.

8. Confidentiality. Both parties shall maintain the confidentiality of any "confidential information" that the other may provide, and shall not use or disclose the same without the prior written consent of the disclosing party. "Confidential information" means any information that is either designated as confidential or that under the circumstances surrounding the disclosure ought in good faith be treated as confidential.

9. Credit Notices/Promotion. Corbis shall, and shall advise its licensees, and customers, distributors, resellers, and agents to include a credit notice where appropriate along with the Accepted Images. Such notice may include Corbis' name as your agent. Corbis may identify itself as an authorized distributor of your images and as otherwise necessary to carry out the terms and obligations of this Agreement, (ii) may use your trademarks relating to the Accepted Images in marketing and sales materials directed at customers for the Accepted Images and (iii) in any manner approved by you in writing. Corbis acknowledges that the goodwill and all other rights in and associated with your name vest in you.

10. Termination

10.1 Termination for Breach. Following a breach of this Agreement during its term, the non-breaching party may terminate this Agreement on (i) sixty (60) days written notice if the breaching party fails to cure the breach within such sixty (60) day period, or (ii) within a thirty (30) day period with respect to amounts due a party hereunder (except in the case of a bona-fide dispute regarding amounts due).

10.2 Effect of Termination

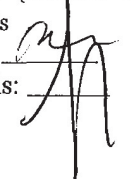
10.2.1 Except for termination due to Corbis breach for non-payment as governed by Section 10.1 (ii) above, upon expiration or termination of this Agreement, Corbis may continue to exercise the license rights granted herein for the following period after termination or expiration: three (3) years for all Accepted Images, subject to all other relevant terms and conditions of this Agreement, including license restrictions and payment.

10.2.2 Upon the expiration of the survival term described in Section 10.2.1, above, Corbis shall use reasonable efforts to recall and destroy duplicates of Accepted Images, and remove from view and external access all digital files on its online site. Corbis may retain an archive of the digital files solely for internal reference purposes (e.g. legal or audit purposes).

10.2.3 Sections 1, 3-9, 10.2, 11, and 12 and the representation letter and all its other attachments (that by nature would reasonably survive) shall survive termination or expiration of this Agreement. Any licenses that Corbis has granted prior to the expiration or termination of this Agreement shall survive its expiration or termination.

11. Notices. All notices and other communications which are required in this Agreement shall be in writing and delivered personally, via mail service, via facsimile with acknowledgment of receipt, or via email (followed by

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hardcopy delivered via mail service), to the address, or fax number set forth in the Agreement below, or to such other addresses or fax numbers as either party shall have specified by notice in writing to the other party. Notices shall be deemed given when delivered personally, or if mailed, ten (10) business days after the date of mailing. Notices to Corbis should be sent to the attention of "General Counsel."

Corbis Corporation
710 Second Avenue, Suite 200
Seattle, WA 98104-1742
Tel: (206) 373-6000
Fax: (206) 373-6100

12. General

12.1 Independent Contractor. You operate an independent business apart from Corbis. Nothing in this Agreement creates a partnership, employer-employee relationship, or a joint venture between the parties. You are solely responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation all unemployment, workers compensation, income tax withholding, social security, and any other taxes or public charges of any nature whatsoever.



12.2 Assignment. Your obligations hereunder are personal and may not be assigned without Corbis' prior written consent, not unreasonably withheld if assigned to a bona-fide legal entity organized and acting solely on your or your heir's behalf. Corbis may assign its rights and obligations under this Agreement to any Corbis affiliate or to any surviving party as part of a corporate reorganization, consolidation, merger, or sale. This

Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, executors, administrators, successors, and permitted assigns.

12.3 Law. This Agreement, any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by the laws of the State of New York, irrespective of its conflict of law rules. In any action arising out of this Agreement, you consent to personal jurisdiction and the exclusive venue of the state and federal courts sitting in New York City, New York.

12.4 Entire Agreement. This Agreement, including the representation letter, all attachments and other documents that are incorporated herein by reference, incorporates the entire understanding of the parties concerning the subject matter contained herein and may not be modified or amended except by a separate writing signed by both parties. Any and all prior agreements, oral or written, between the parties concerning the subject matter contained herein are hereby terminated, superceded, and are of no further force or effect

12.5 Interpretation. The headings and numbering shall not be considered or given effect in construing this agreement. This Agreement shall not be interpreted against the party causing this agreement to be drafted. The English language version of this Agreement shall be used for interpretation of this Agreement, and any foreign language translations of this Agreement are provided by Corbis solely for convenience.

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Royalty Schedule

How Corbis Calculates Your Royalties



Subject to the terms of the Agreement, including Section 3 (Payment) Corbis agrees to pay you the following royalty rate based on Revenues:

<u>License Type</u>	<u>Royalty Rate (% of Revenue)</u>
Limited Rights	
Editorial Use	40%
Commercial Use	40%

Limited Rights – Corbis pays you Limited Rights royalties based on the nature of the use that we grant to our customers: commercial or editorial. Corbis determines this use at the time the license is invoiced. We use an internal tracking system; however, the specific designation of use shall be subject to our sole but reasonable discretion. In general, a commercial use is the use of an Accepted Image by Corbis' customers primarily to promote or advertise a product or service. An editorial use is the use of an Accepted Image in an illustrative or informative manner and not primarily intended for promotional or advertising use.

Payment Options - By default, Corbis pays you royalties based on the average time it takes Corbis to receive payment from our customers (an average of our client accounts receivable and outstanding). Since customers often pay up to several months late, many photographers wish to receive their royalties faster and avoid the risk of customer's late or non-payment. Under Corbis' preferred payment option, Corbis pays you your Limited Rights royalties based on when Corbis invoices our customers, and not on the average time it takes our customers to pay Corbis. This option provides you with two significant benefits: you receive your royalties faster and you do not assume any risk for bad debts related to valid but uncollected sales. This option applies to Limited Rights sales made by Corbis and does not include sales made by third party subagents. Corbis charges a two percent (2%) fee of all Limited Rights Revenue if you choose this option.

Preferred Payment Option (please circle one): Yes No

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Representation & Use Rider

Basis of Representation

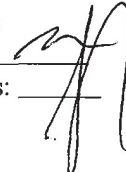
Image Non-Exclusive – You may designate at the time of submission whether you are submitting such material on an exclusive or non-exclusive basis. For all Accepted Images you designate as non-exclusive, you appoint Corbis as your non-exclusive licensor with respect to such Accepted Image and Corbis recognizes that others may also represent and license these images. For all Accepted Images you designate as exclusive, you appoint Corbis as your exclusive licensor with respect to Accepted Images, you agree that our representation of such exclusive Accepted Images shall be exclusive (though subject to any pre-existing uses that may have occurred prior to this Agreement), and you agree not to distribute these Accepted Images or any Similar on your own behalf or provide them to any other party for representation, licensing, or distribution without Corbis' prior written approval. Notwithstanding anything to the contrary, all Accepted Images submitted to Corbis on an exclusive basis will remain exclusive for the survival period specified in Section 10.2.1 of the Standard Terms & Conditions.

Commercial Use of Accepted Images – Accepted Images are intended for editorial and/or commercial use. Unless you notify Corbis that an Accepted Image is not available for commercial use, you grant Corbis the right to scan the Accepted Image commercially and license the Accepted Image for commercial use. Accordingly:

- (a) You grant Corbis and our customers the right under applicable moral rights laws to crop, modify, alter, or manipulate the Accepted Image in a manner that may alter the fundamental nature of the subject matter depicted (but which will not violate any restrictions or terms of this Agreement);
- (b) Corbis' customers may use the Accepted Image with any other material, regardless of form or content, except for sensitive subject uses. This grant shall not limit any restrictions you have communicated to Corbis in writing at the time you submitted the image. Corbis shall adopt and abide by guidelines prohibiting sensitive subject uses and contractually require its customers to abide by such guidelines as a condition of licensing the Accepted Image(s); and
- (c) Any images you submit to Corbis that contain recognizable persons and/or depict property with unique intellectual property rights (and that you have marked as model and/or property released) must include model and/or property releases that comply with Corbis' then-current authorized model and/or property release form. You shall provide to Corbis copies of releases for all Accepted Images submitted as model and/or property released. You further warrant and represent that model and/or property release information is accurate and complete and that Corbis may use such Accepted Images without obtaining any additional consents or permissions or the payment of additional fees to third parties.

Existing Images – You agree to provide Corbis access to your existing collection of images if they are available for licensing. Corbis may select particular images from the collection for representation as provided in this Agreement and subject to any pre-existing obligations that may exist for such images.

Responsibility to Photographers – You are solely responsible for payments to your photographers or image sources arising from this Agreement, and Corbis shall have no obligation to directly pay to your contributing photographers and image sources any royalties or advances against royalties.

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